

## COOPERATIVE EDUCATION PROGRAM

*Exchange of notes at Ciudad Trujillo October 13, 1945*

*Entered into force October 13, 1945*

*Expired June 30, 1948*

60 Stat. 1730; Treaties and Other  
International Acts Series 1530

*The Secretary of State for Foreign Affairs to the American Ambassador*

[TRANSLATION]

DOMINICAN REPUBLIC  
DEPARTMENT OF STATE  
FOR FOREIGN AFFAIRS

CIUDAD TRUJILLO  
DISTRICT OF SANTO DOMINGO

*October 13, 1945*

24732

MR. AMBASSADOR:

I have the honor to inform Your Excellency that, as a result of the conversations held between the Secretary of State for Education and Fine Arts, Mr. Telésforo R. Calderón, representing the Dominican Government, on the one hand and, on the other, the Inter-American Educational Foundation, Inc., a corporation of the Office of Inter-American Affairs and an Agency of the Government of the United States of America, represented by its President, Mr. Kenneth Holland, there was definitively signed in this city on the 3d instant the agreement for a cooperative educational program which, copied literally, reads as follows:

"The Government of the Dominican Republic (hereinafter called the "Republic"), represented by the Secretary of State for Education and Fine Arts (hereinafter called the "Secretary") and the Inter-American Educational Foundation, Inc., a corporation of the Office of Inter-American Affairs and an Agency of the Government of the United States of America (hereinafter called the "Foundation"), represented by its President, have decided to conclude the following agreement in order to carry out a cooperative educational program to promote Inter-American understanding by bringing about a better interchange of educators, educational ideas and methods between the Dominican Republic and the United States of America, pursuant to Resolution 28 adopted by the First Conference of Ministers and Directors

of Education of the American Republics held in Panama in September and October, 1943, and pursuant to Resolution 58 adopted by the Inter-American Conference on Problems of War and Peace,<sup>1</sup> held at Mexico City in February and March 1945.

"1. The said cooperative educational program may include:

- a. Furnishing by the Foundation of a small Field Staff of educational specialists requested by the Secretary for service in the Dominican Republic in carrying out the cooperative educational program;
- b. Grants to permit Dominican educators to go to the United States for specialized training, to lecture, to teach and to interchange ideas and experience with United States educators;
- c. Exploration and survey in the Dominican Republic of local needs, and resources for carrying out educational projects in the field of physical education at the primary, secondary, and teacher education levels and in the field of vocational education;
- d. Development, adaptation, and exchange of suitable teaching materials necessary for the programs mentioned in paragraph c);
- e. Local projects needed to implement this program in the Dominican Republic.

"2. The Field Staff of specialists shall be under the direction of an official who shall have the title of "Special Representative, Inter-American Educational Foundation, Inc.," and who shall be the representative of the Foundation in connection with the program to be undertaken in accordance with this agreement. The special representative and the specialists shall not be appointed until the candidates have been previously approved by the Secretary of State for Education and Fine Arts.

"3. There shall be created in the Department of State for Education and Fine Arts, and as a dependency of and attached to the same, a special technical service which shall have the name of "Servicio Cooperativo Interamericano de Educación" (hereinafter called the "Servicio"), which shall act as an intermediary between the Republic and the Foundation and which shall carry out under the authority of the Secretary of State for Education and Fine Arts the Educational Program referred to in this agreement. The Special Representative of the Foundation shall be named as Director of the Servicio.

"4. The activities that shall be carried out by virtue of this agreement and the allocation of funds therefor will be agreed upon in writing by the Secretary and the Special Representative. The decisions will be executed by the Director of the Servicio in accordance with standards approved by the Secretary. The Dominican Educators who will be sent to the United States of America, shall be mutually agreed upon by the Secretary and the Special

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<sup>1</sup> See *Report of the Delegation of the United States of America to the Inter-American Conference on Problems of War and Peace, Mexico City, Mexico, February 21-March 8, 1945* (U.S. Government Printing Office, 1946), p. 129.

Representative, who will agree to the conditions of the Scholarships and the terms of their grants.

"5. The Foundation shall determine and pay the salaries and other expenses payable directly to members of the Field Staff, as well as such other expenses of an administrative nature, as the Foundation may incur in connection with the inauguration and administration of the program in a total amount not to exceed \$37,500, U. S. C., which it will retain in the United States and shall in addition deposit in a Bank of the Dominican Republic mutually agreed upon by the Secretary and the Special Representative of the Foundation, to the account of the Servicio an amount not to exceed \$37,500, U. S. C.

"The Republic shall deposit in the same Bank and to the account of the Servicio the sum of \$75,000, U. S. C., which deposit by the Republic shall be in addition to the Government's regular budget for education. The payments of the deposits shall be made by the Republic and the Foundation on the following dates and in the amounts specified:

	<i>Foundation</i>	<i>Dominican Republic</i>
November 1, 1945	\$12,500	\$25,000
November 1, 1946	\$12,500	\$25,000
November 1, 1947	\$12,500	\$25,000
Total to be deposited	\$37,500	\$75,000
Salaries, travel and administrative expenses to be paid in connection with the personnel from the United States	\$37,500	
Total	\$75,000	\$75,000

"The funds deposited by either party for any particular year are not to be drawn against until the funds for the same year are deposited by the other party.

"6. Inasmuch as the program funds will be used entirely for the benefit of the Cooperative Educational Program, the funds introduced into the Dominican Republic by the Foundation for the purpose of the cooperative program shall be exempt from taxes, service charges, investment or deposit requirements, and other currency controls.

"7. In view of the fact that many purchases of materials and supplies and other disbursements relating to the execution of the Program, must necessarily be made in the United States of America, the Secretary and the Special Representative of the Foundation may agree to withhold from the payments to be made by the Foundation into the said Servicio Bank account, as provided in the preceding articles of this agreement, an amount deemed necessary to pay for such purchases and disbursements in the United States of America. Said amount shall be considered as if deposited under the terms of this agreement. Any funds so withheld by the Foundation for such purposes and not expended or obligated therefor shall be deposited in the said Servicio Bank account at any time upon the mutual agreement of the Secretary and the Special Representative of the Foundation.

"8. All contracts necessary to carry out the terms of the projects mutually agreed to as herein provided shall be made in the name of the Servicio and shall be signed by the Secretary and the Director of the Servicio. Personnel to be paid out of the Program funds deposited in the Dominican Republic shall be selected by the Director of the Servicio, subject to the approval of the Secretary. The general policies, programs, and procedures for the execution of the Cooperative Educational Program and for the disbursement and accounting of funds, for the purchase, use, inventory, control and disposition of property, and any other administrative matters, shall be determined or established by mutual agreement between the Secretary and the Special Representative of the Foundation. No disbursement from the said Servicio bank account may be made without the signed authorization of the Director of the Servicio or his delegate and of the Secretary or his delegate. The books and records of the Servicio relating to the said cooperative educational program shall be open at all times for inspection by representatives of the Republic and of the Foundation, and the Director of the Servicio shall render financial reports to the Republic and to the Foundation at such intervals as may be agreed upon between the Secretary and the Special Representative of the Foundation.

"9. The Foundation shall use its best efforts to obtain such assistance and cooperation of the Office of Inter-American Affairs and other Agencies, both public and private, in the United States, as may be appropriate for the execution of the said cooperative educational program. The Republic, in addition to its cash contribution as provided herein, shall (a) appoint specialists, in agreement with the Director of the Servicio, to collaborate with the Field Staff of the Foundation; (b) make available office space, furnishings and such other facilities, materials, equipment and supplies as it may conveniently provide for the said program; and (c) lend the general assistance thereto of the other Departments of the Republic.

"10. The funds payable by the Foundation under this agreement or paid by the parties hereto into the said Servicio bank account shall continue to be available for the said cooperative educational program during the existence of this agreement, without regard to annual periods or fiscal years.

"In the event that upon the expiration of each twelve month period of this agreement, and again six months before its final expiration, the Foundation deems that the funds which it has set aside for the payment of salaries and other expenses directly payable to members of the Field Staff, as provided in Clause 5 hereof, will be more than is needed for the purpose, the Foundation will thereupon advise the Republic of the surplus which it can accordingly make available for projects and such additional sum shall be paid into the Servicio bank account or be otherwise disposed of pursuant to this agreement.

"The Secretary and the Special Representative of the Foundation shall determine by mutual agreement the disposition of any unobligated funds and

of any other property remaining in the control of the Servicio upon the termination of this agreement.

"11. All rights and privileges which are enjoyed by governmental and official divisions or agencies of the Republic shall accrue to the Servicio. Such rights and privileges shall include, for example, free postal, telegraph and telephone service, special government rates on transportation companies, and also freedom and immunity from all types of taxes, (stamp tax, income tax, etc.) as well as from consular charges and customs duties upon imports for the use of the Servicio in the cooperative educational program. The Foundation shall enjoy the same rights and exemptions with respect to its acts and property relating to the cooperative program.

"12. All materials, equipment, and supplies purchased with program funds shall become and remain the property of the Republic and shall be devoted to the program.

"13. Any right, power, or duty conferred by this agreement upon either the Secretary, the Special Representative of the Foundation, or the Director of the Servicio, may be delegated by the recipient thereof to representatives in writing, provided that such representatives are satisfactory to the other parties. Regardless of the naming of said representatives, the Secretary and the Special Representative of the Foundation shall have the right to refer any matter directly each to the other for discussion and decision.

"14. The personnel of the Foundation, who are citizens of the United States of America, engaged in carrying out the said cooperative educational program, shall be exempt in the Dominican Republic from all taxes and social security taxes with respect to income on which they are obligated to pay income or social security taxes to the Government of the United States of America. Such employees shall also be exempt from payment of customs or other duties on their personal effects and on equipment and supplies imported or exported for their own use.

"15. This agreement may be amended from time to time if deemed advisable by the parties hereto, such amendments to be in writing and signed by the representatives of the Republic and the Foundation.

"16. The Executive Power of the Republic will take the necessary steps to obtain legislation, decrees, orders or resolutions necessary to carry out the terms of this agreement.

"17. This agreement shall be in force upon the completion of an exchange of notes between the Secretary of State for Foreign Affairs and the American Ambassador, until June 30, 1948, and may be extended by mutual agreement for additional periods. This agreement may be terminated on October 31, 1946, or October 31, 1947, by notice in writing to that effect being given by either party to the other not less than one year prior to either of said dates.

"IN WITNESS WHEREOF, the parties hereto sign this agreement, two originals in Spanish and two originals in English, in Ciudad Trujillo on the 3rd day of October 1945. (Signed): For the Dominican Republic, Telésforo R. Calderón, Secretary of State for Education and Fine Arts; (Signed): For the Inter-American Educational Foundation, Mr. Kenneth Holland, President."

The present note relative to the agreement transcribed above and Your Excellency's reply in a like sense will make the said agreement effective in accordance with article 17.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

M. PEÑA BATLLE

His Excellency,

JOSEPH F. MCGURK,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
The Embassy.*

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*The American Ambassador to the Secretary of State for Foreign Affairs*

EMBASSY OF THE

UNITED STATES OF AMERICA

No. 192

*Ciudad Trujillo, R. D., October 13, 1945*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of October 13, 1945, transmitting the text of the Cooperative Educational Agreement signed by Señor T. R. Calderón, Secretary of State for Education and Fine Arts, and Mr. Kenneth Holland, President of the Inter-American Educational Foundation on October 3.

The text of the Agreement, as transmitted in Your Excellency's note under reference, is entirely acceptable to my Government.

As stipulated in Article 17, the Agreement is to be effective upon the completion of the present exchange of notes.

Please accept, Excellency, the renewed assurances of my highest consideration.

J. F. MCGURK

His Excellency

Lic. M. A. PEÑA BATLLE,

*Secretary of State for Foreign Affairs,  
Ciudad Trujillo, R.D.*